



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
NOOL
June 15, 2016

Colonel (b) (6)
Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6)
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

Colonel (b) (6) and (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed employment of CAPT (b) (6), USN (Retired) to serve as the Operations Director with Irving Shipbuilding, Inc., a privately owned shipyard located in Halifax, Nova Scotia, Canada. In his proposed role, CAPT (b) (6) will be responsible for ship completion, delivery, and other construction and operations duties as assigned. This position also includes management and coordination of production work, tests and trials, integration of sub-contractor production and testing efforts, and coordination with Canadian government personnel as it relates to efficient completion and delivery. He will receive an annual salary of \$(b) (6), (b) (4) per year paid in equivalent Canadian dollars (CDN\$). His salary will be paid, in part, from revenues received from the Canadian government for work on Navy and Coast Guard vessels. Although CAPT (b) (6) employment will not be directly controlled by the Canadian government, his salary will be paid from profits derived directly from the Canadian government.

CAPT (b) (6) request is forwarded for consideration by the Secretary of State. Please notify me of your decision so that I may advise him. If you have any questions, please contact my office at (703) 604-(b) (6)

Sincerely,

(b) (6)

CAPT, JAGC, USN
Legal Counsel

Enclosure: 1. Foreign Government Employment Request Package,
CAPT (b) (6), USN (Retired)

14 June 2016

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN (RET.)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CAPT (b) (6) Request for Foreign Employment
and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment for CAPT (b) (6) is to serve as the Operations Director with Irving Shipbuilding, Inc., a privately owned shipyard located in Halifax, Nova Scotia, Canada. In his proposed role, CAPT (b) (6) will be responsible for ship completion, delivery, and other construction and operations duties as assigned. This position also includes management and coordination of production work, tests and trials, integration of sub-contractor production and testing efforts, and coordination with Canadian government personnel as it relates to efficient completion and delivery. He will receive an annual salary of (b) (6), (b) (4) per year paid in equivalent Canadian dollars (CDN\$). His salary will be paid, in part, from revenues received from the Canadian government for work on Navy and Coast Guard vessels. Although CAPT (b) (6) employment will not be directly controlled by the Canadian government, his salary will be paid from profits derived directly from the Canadian government. It is my opinion that this employment meets the definition of FGE applicable under reference (a).

3. The proposed employment does not involve the transfer of technology. No discussion or transaction regarding U.S. defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6) USN (RET.)

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 6/15/16

Disapproved: _____

2 June 2016

From: (b) (6) [REDACTED] Captain, United States Navy, Retired

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Irving Shipbuilding, Inc., a privately owned shipyard located in Halifax, Nova Scotia, Canada. The position I have been offered is Operations Director.
2. Irving Shipbuilding, Inc. builds and maintains vessels for the Canadian Navy and Coast Guard. In addition, Irving Shipbuilding, Inc. performs private sector marine construction and repairs. As Operations Director, I will be responsible for ship completion and delivery and other construction and operations duties as assigned. This includes management and coordination of production work, tests and trials, integration of sub-contractor production and testing efforts, and coordination with Canadian Government personnel as it relates to efficient completion and delivery. I will receive an annual salary that will be paid, in part, from revenues received from the Canadian Government for work on its Navy and Coast Guard vessels. Revenues from private sector marine work will also be used to support my salary.
3. I served for thirty years in the United States Navy. My service included tours in three U.S. Naval Shipyards, including command of Pearl Harbor Naval Shipyard and Norfolk Naval Shipyard, a tour as Repair Officer on the submarine tender in Guam, and service at the Supervisor of Shipbuilding in Groton and Newport News. I attained a Top Secret security clearance. I WILL NOT be required to use any of my knowledge or transfer any information associated with my experience with U.S. Navy ship design, construction, maintenance, or modernization for my employment with Irving Shipbuilding, Inc.

Very Respectfully,

(b) (6)

Captain, USN (retired)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

(b) (6)

(b) (6)

Phone:

(b) (6)

Email:

(b) (6) @gmail.com

Military Retirement Date (if applicable):

June 1, 2012

Rank/Rate (at retirement):

Captain, United States Navy (O-6)

SSN (last four digits): XXX-XX-XXXX

(b) (6)

Location of proposed employment:

Halifax, Nova Scotia, Canada

1. Who is your proposed employer and how are they connected to a foreign government?

Irving Shipbuilding, Inc., Halifax, Nova Scotia, Canada. Irving Shipbuilding, Inc., is a private company that has a contract with the government of Canada to build Arctic Offshore Patrol Vessels for the Canadian Navy.

2. What is your proposed job title?

Operations Director

3. What will your job duties involve? If a job description is available, please attach.

I will be responsible for ship completion and delivery and other construction and operations duties as assigned from time to time. This includes management and coordination of production work as assigned, tests and trials, integration of sub-contractor production and testing efforts, and coordination with Canadian Government personnel as it relates to efficient completion and delivery of Canadian Navy and Coast Guard Vessels.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

Yes. I will be paid **\$100,000** per year (USD) as a salaried employee of Irving Shipbuilding, Inc., paid in equivalent Canadian dollars (CAD). My level of pay is not affected by the Canadian government. My salary will be paid, in part, from revenues received from the Canadian Government for work on Navy and Coast Guard Vessels.

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Top Secret

8. What is the highest level of classified material to which you have been granted access?

Top Secret

9. Have you had access to Special Access Programs?

No.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

I will not be working with any U.S. Government classified information. I will be required to obtain a Canadian Security Clearance. I will not be required to be a Canadian citizen to obtain a Canadian Security Clearance.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No, I have only had casual dealings with uniformed members of the Canadian Navy to share lessons learned associated with ship programs.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, I have extensive experience with U.S. Navy ship design, acquisition, construction, maintenance, and modernization as a result of assignments during my thirty years of service in the United States Navy. I served in two Supervisor of Shipbuilding Offices, in Groton and Newport News. I also served in three U.S. Naval Shipyards including Command of Pearl Harbor Naval Shipyard and Norfolk Naval Shipyard. Additionally I served as Repair Officer on a submarine repair vessel in Guam and as Material Officer on the Commander Naval Submarine Force staff. These positions provided me in-depth knowledge of ship design and acquisition processes, industrial operations management, contracting, labor relations, and business operations.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

I have had access to submarine and surface ship technical data related to design, construction, and testing. I am expected to bring my general knowledge and experience with running large industrial operations involving ship maintenance and construction. However I WILL NOT be required to bring or share any U.S. technology or warship design practices.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

June 2, 2016

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signature

June 2 2016

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

(b) (6)
CLASSIFIED INFORMATION

SECURITY AGREEMENT

AN AGREEMENT BETWEEN

AND THE UNITED STATES

(Name of Individual - Printed or Typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(a) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it, or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confer with an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b) above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances, or termination of my employment or other relationships with the Department or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 763, 794, 798, 1952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1950. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707) or any successor thereto; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Activities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1976 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 4033h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 4133(d)(5) and 4033(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 795, 7952 and 1924 of title 18, United States Code, and "section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

SIGNATURE (b) (6)	DATE June 2, 2016	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ON GOVERNMENT PROPERTY OR BEHALF OF GOVERNMENT PROVIDE NAME, ADDRESS AND APPLICABLE FEDERAL EMPLOY CODE NUMBER (Type or print) (b) (6)		

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
SIGNATURE (b) (6) DATE 6/2/16	SIGNATURE (b) (6) DATE 6/8/16
NAME AND ADDRESS (Type or print) (b) (6) (b) (6) (b) (6)	NAME AND ADDRESS (Type or print) LNCS (b) (6), USN Office of Legal Counsel Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization, that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I have, ~~(how many times)~~ (use appropriate word or words) received a security debriefing.

SIGNATURE (b) (6)	DATE June 2, 2016
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE OF WITNESS (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number as well as other data is voluntary, but failure to do so may delay or prevent you from receiving access to classified information.



United States Department of State

Washington, D.C. 20520

UNCLASSIFIED

July 15, 2016

Captain (b) (6)
Department of the Navy
701 South Courthouse Road
Arlington, VA 22204

Dear Captain (b) (6)

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request by CAPT (b) (6) (USN, Retired; XXX-XX-(b) (6)) to accept civil employment as the Operations Director with Irving Shipbuilding, Inc., a privately owned shipyard located in Halifax, Nova Scotia, Canada. It is our understanding that in his proposed role, CAPT (b) (6) will be responsible for ship completion, delivery, and other construction and operations duties as assigned. This includes management and coordination of production work, tests and trials, integration of sub-contractor production and testing efforts, and coordination with Canadian government personnel as it relates to efficient completion and delivery of Royal Canadian Navy and Canadian Coast Guard vessels.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a. Please inform the applicant of this determination.

Sincerely,

(b) (6)

Director, Office of International
Security Operations

UNCLASSIFIED



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
23 Sep 2016

Colonel (b) (6)
Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6)
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

Colonel (b) (6) and (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed employment of CAPT (b) (6), USNR to serve as a part-time consultant to stand-up a military cooperation office with the Qatari Embassy in Washington, DC for a fee of (b) (6), (b) (4) per month. In this role, CAPT (b) (6) would advise Qatari officials, and liaise with American counterparts, to improve cooperation with the United States military. Specifically, his duties would entail: (a) identifying needed skills and capabilities to staff the new office; (b) developing training and orientation to personnel hired to serve the new office; (c) identifying key points of contact within the U.S. Congress and the Departments of Defense and State; (d) supporting U.S. visits by leadership from the Qatari Armed Forces (QAF); (e) identifying U.S. training programs to enhance Qatari doctrine; (f) providing expertise on the U.S. foreign military sales process; and (g) identifying potential U.S. suppliers to meet QAF weapon system, training and technical needs.

CAPT (b) (6)' request is forwarded for consideration by the Secretary of State. Please notify me of your decision so that I may advise him. If you have any questions, please contact my office at (703) 604-(b) (6).

Sincerely,

(b) (6)

CAPT, JAGC, USN
Legal Counsel

Enclosure: 1. Foreign Government Employment Request Package,
CAPT (b) (6), USNR

13 SEPTEMBER 2016

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USNR

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CAPT (b) (6) Request for Foreign Employment
and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment will be as a part-time consultant to stand-up a military cooperation office with the Qatari Embassy in Washington, DC for a fee of (b) (6), (b) (4) per month. In this role, CAPT (b) (6) would advise Qatari officials, and liaise with American counterparts, means to improve cooperation with the United States military. Specifically, his duties would entail: (a) identifying needed skill sets and capabilities to staff the new office; (b) developing training and orientation for personnel hired to serve the new office; (c) identifying key points of contact within the U.S. Congress and both the Departments of Defense and State; (d) supporting U.S. visits by leadership from the Qatari Armed Forces (QAF); (e) identifying U.S. training programs to enhance Qatari doctrine; (f) providing expertise on the U.S. foreign military sales process; and (g) identifying potential U.S. suppliers to meet QAF weapon system, training and technical needs.

3. The proposed employment does not involve the transfer of technology. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USNR

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AFJ 9/23/16

Disapproved: _____

August 18, 2016

From: CAPT (b) (6), USN, XXX-XX-(b) (6)/1115
To: Chief of Navy Personnel

SUBJ: REQUEST APPROVAL FOR FOREIGN GOVERNMENT EMPLOYMENT

1. Admiral, the letter respectfully request permission to accept employment as a part time consultant with the Qatar Embassy.
2. In this position I would assist in the stand-up of a military cooperation office in the Qatar Embassy intended to improve cooperation with the United States Military and enhance their efforts in foreign military sales. Specific tasks will include:
 - a. Help identify personnel skills and capabilities required for office personnel
 - b. Develop/identify/provide training and orientation to new personnel
 - c. Help identify key U.S. Department of Defense, State Department and Congressional points of contact
 - d. Support U.S. visits by QAF leadership
 - e. Identify U.S. DOD training programs and courses to enhance QAF doctrine development, planning skills development and other professional competencies
 - f. Provide expertise on U.S. Foreign Military Sales process
 - g. Help identify potential U.S. suppliers to meet QAF weapon system, training and technical support needs
3. I continue to serve as a reserve officer. I was commissioned in 1992. I hold a TS/SCI security clearance but currently do not have access to any classified information/classified systems.

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address: (b) (6)

Phone: (b) (6)

Email: (b) (6) @gwegroup.net

Military Retirement Date (if applicable): NA

Rank/Rate (at retirement): CAPT

SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment: Bradenton, FL and Washington, DC

1. Who is your proposed employer and how are they connected to a foreign government? Qatar Embassy in Washington, DC

2. What is your proposed job title? Part time consultant

3. What will your job duties involve? If a job description is available, please attach.

Part time behind the scenes consulting services to assist in the stand up and operations of a new Washington, DC office for the Qatar Armed Forces (QAF). Specific tasks:

- a) Help identify personnel skills and capabilities required for office personnel
- b) Develop/identify/provide training and orientation for new office personnel
- c) Help identify key U.S. Department of Defense, State Department and Congressional points of contact
- d) Support U.S. visits by QAF leadership
- e) Identify U.S. DOD training programs and courses to enhance QAF doctrine development, planning skills development and other professional competencies
- f) Provide expertise on U.S. Foreign Military Sales (FMS) process

My support on FMS issues will be to help develop a process to work with the U.S. DOD and to optimize cooperation with the U.S. I will not be involved in the actual transfer of any technical data. Any potential tech transfer will occur through normal U.S. State Department and Department of Commerce processes and I will not be a party to those discussions/negotiations. I have not held any U.S. Navy positions related to the transfer of technology nor worked on any projects to develop U.S. DOD

technology. Work will not include anything that would require registration as a weapons broker with the Directorate of Defense Trade Controls. All work will be unclassified.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working. (b) (5), (b) (7) (F) month

5. Are you a U.S. citizen? Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? No

7. What is the highest U.S. security clearance that you have held? TS/SCI

8. What is the highest level of classified material to which you have been granted access? TS/SCI

9. Have you had access to Special Access Programs? No

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. No

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? No

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(a) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, 952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continues on reverse.)

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

SIGNATURE	DATE	SOCIAL SECURITY NUMBER (See Notice below)
(b) (6)	8/18/16	(b) (6)

USD

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person, that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to obtain classified information, that I will not discuss my activities or the activities of the [redacted] (b) (6) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE		DATE	8/26/18
-----------	--	------	---------

NAME OF WITNESS (Type or print)

SIGNATURE OF WITNESS

STANDARD FORM 312 BACK (Rev. 7-2013)



United States Department of State

Washington, D.C. 20520

UNCLASSIFIED

Lieutenant Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

JUL 24 2017

Dear Lieutenant Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request by Captain (b) (6) (USN, Retired; XXX-XX-(b) (6) to accept civil employment with the Qatari Embassy in Washington, DC, as a Consultant.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a.5. Please inform the applicant of this determination.

Additionally, please inform the applicant that he remains independently responsible for complying with United States export law and regulations and for obtaining appropriate clearances for access to classified information provided by the foreign government employer. Further, continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b) (6)

Director, State-Defense Integration
Bureau of Political-Military Affairs

UNCLASSIFIED



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
February 15, 2017

Mr. (b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

Mr. (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of CAPT (b) (6) USN (Ret). The requested employment for CAPT (b) (6) is to serve as a consultant on government affairs for the Islamic Republic of Pakistan with two firms, The Abraham Group, LLC and Blank Rome Government Relations, LLC, both based in Washington, DC. He will receive monthly retainer payments ranging from (b) (6), (b) (4) to (b) (6), (b) (4) through his sole proprietorship, Empire-Capital Strategies. His primary role will be to provide lobbying assistance on behalf of the government of Pakistan with the US Congress and Executive Branch.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6)

Sincerely,

(b) (6)

LCDR, JAGC, USN
Deputy Legal Counsel

Enclosure: 1. Employment Request Package,
CAPT (b) (6), USN (Ret)

10 February 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CAPT (b) (6), USN (Ret) Request for Foreign
Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment for CAPT (b) (6) is to serve as a consultant on government affairs for the Islamic Republic of Pakistan with two firms, namely, The Abraham Group, LLC and Blank Rome Government Relations, LLC, both based in Washington, DC. He will be compensated via monthly retainer payments from both firms ranging from (b) (6), (b) (4) through his sole proprietorship, Empire-Capital Strategies. His primary role will be to provide lobbying assistance on behalf of the government of Pakistan with the U.S. Congress and Executive Branch.
3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN, RETIRED, USN

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: _____

2/13/17

Disapproved: _____

31 Jan 17

From: CAPT (b) (6) USN (Ret), XXX-XX-(b) 1115
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. This letter requests permission to enter into a consulting contract with The Abraham Group, LLC and/or Blank Rome Government Relations, LLC, as a Consultant in support of their potential government affairs consulting to the Government of Pakistan.
2. The Abraham Group, LLC is an international strategic consulting firm headed by former Energy Secretary and U.S. Senator, Spencer Abraham. They provide advice and assistance to clients on business development, marketing, regulatory and government affairs, policy creation and communications strategies in the United States and other key international markets.
3. Blank Rome Government Relations, LLC is a government affairs firm comprised of a team of top lobbying and strategic communications professionals with first-hand knowledge of the legislative and administrative process in Washington, DC. They provide complete legislative and advocacy support to advance provisions at each phase of the legislative process, including hearings, subcommittee and full committee mark-ups, floor amendments, conferences, and in the critical, private informal negotiations that take place at each stage.
4. My responsibilities would include government affairs and lobbying assistance with the Executive Branch and the US Congress to support various policy initiatives of the Government of Pakistan. I will be compensated via monthly retainer payments from The Abraham Group, LLC and/or Blank Rome Government Relations, LLC through my sole proprietorship, Empire-Capitol Strategies to support their consulting contract with the Government of Pakistan, if awarded.
5. I served on active duty as a Naval Officer from August 1985 to January 1995. I immediately transferred to the US Naval Reserves in January 1995, in which I served until my retirement on February 1, 2015. My highest security clearance was TS/SCI by SBI from 2005 to 2010, which was automatically downgraded to Secret in 2010 upon my transfer to duties as Navy Emergency Preparedness Liaison Officer to Maryland where access to only Secret information was required. While serving as a Senior Policy Advisor in the Department of Energy from 2002 to 2004 I also held a Q Clearance with the Department of Energy.

Very Respectfully,

(b) (6)

CAPT USN (Ret)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (6)

Physical address (include mailing if different): (b) (6)
(b) (6)

Phone: (b) (6) Email: (b) (6)@Empire-Capitol.com

Status: Military Retirement Date (if applicable): 1 Feb 15
or Current Navy Reserve EOS Date: _____

Rank/Rate (at Retirement or current Reserve): Captain

Are you a U.S. citizen? Yes SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment: (City, Country) Washington, DC, USA

1. Who is your proposed employer and how are they connected to a foreign government?

The Abraham Group, LLC and/or Blank Rome Government Relations, LLC, prospective government affairs consultants to the Government of Pakistan

2. What is your proposed job title?

Senior Consultant

3. What will your specific job duties involve? (If a job description is available, please attach).

The proposal by Blank Rome Government Affairs to the Government of Pakistan is for broad and comprehensive government affairs services to achieve a goal of strengthening its relationship with the United States, the United Nations, and the international community in general. The proposal specifically calls for a post-award working session to extensively work with the Embassy team to further define the scope of work to be implemented. Further, this is still at the proposal phase at this point, and the specifics may be refined after award or during the term of the contract.

In the short term, the goals are to:

- Demonstrate to the US Government that the Government of Pakistan is a strong ally of the US.
- Expand overall support from the US Government to the Government of Pakistan, and to explain to US Government officials why that is in the interests of the US.
- Implement a strategic communications strategy of paid media, articles in US publications, social media, earned media, and opinion articles, raising the awareness of the achievements of Pakistan and to advance a correct understanding of Pakistan its people, its history, and its innovations.
- Identify and recruit third party allies such as think tanks and public policy groups to promote Pakistani issues and counter criticism with credibility and depth.
- Ensure adequate levels of FMF programs.
- General security and defense related matters as they arise.

In the longer term:

- Cement and elevate the bilateral US-Pakistani relationship through new initiatives with US agencies other than the Departments of Defense and State, such as Commerce, Treasury, Energy, Homeland Security, etc.
- Assist in complete US Government interagency coordination of emerging issues that may impact Pakistan, but which may not have been fully vetted across US Government agencies.
- Strengthen bilateral trade and investment and to reestablish a Foreign Commercial Services office in Pakistan.
- Engage US Department of Energy and USAID to build additional power generation in Pakistan and other energy infrastructure.
- Maintain and expand scientific and educational exchanges.
- Improve the Congressionally mandated reports on Pakistan
- Maintain and expand cultural exchanges between the US and Pakistan.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Yes. Payments will be from The Abraham Group, LLC and/or Blank Rome Government Relations, LLC to my Sole Proprietorship, Empire-Capitol Strategies, with a monthly retainer payment still being negotiated.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No. I will quit the work rather than do anything like that.

6. What is the highest U.S. security clearance that you have held?

TS/SCI

7. What is the highest level of classified material to which you have been granted access?

TS/SCI

8. Have you had access to Special Access Programs?

Yes.

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes. I was the South Asia and Persian Gulf Politico-Military Affairs Desk Officer for OPNAV from July 2003 to January 2005. Further, I was the Director of the Friendly Forces Coordination Center at US Naval Forces Central Command from November 2004 to July 2005, where the Pakistani Navy was a key Coalition Partner. I also coordinated the Pakistani assumption of command of the Combined Task Force Maritime Interdiction Operations in 2005. Finally, I was the Deputy Commander for the Combined Forces Maritime Component Command for Exercise Bright Star in September and October 2009 where the Pakistani Navy was a participant.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Only the ones listed above.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

During my tenure as the South Asia Pol-Mil Desk Officer from 1993-1995, one of my key responsibilities was executing the return of leased frigates from the Pakistani Navy back to the US Navy as the result of the Pressler Amendment. Further, I had an interagency review coordination role for export control applications to numerous countries during that period, but do not remember any for Pakistan. Further, my memory of my role in those applications and reviews was a policy role rather than anything regarding technical data.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

No.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

Signature

(b) (6)

A large black rectangular redaction box covers the signature area. The text "(b) (6)" is printed in red at the top left corner of the box.

February 28, 2017

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (6) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector General of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 841, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 01/31/2017	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION (Type name of employee, grantee or agent, provide: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE) Empire-Capitol Strategies c/o (b) (6) (b) (6)		

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED (b) (6)	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT. S (b) (6) DATE 1-31-17
DATE 1-31-2017	NAME AND ADDRESS (Type or print) SCPO (b) (6), USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~received~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF (b) (6)	DATE 01/31/2017
(b) (6)	SIGNATURE OF WITNESS (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State

Washington, D.C. 20520

UNCLASSIFIED

MAY 01 2017

Lieutenant Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Dear Lieutenant Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request by CAPT (b) (6) (USN, Retired; XXX-XX (b) (6)) to accept civil employment as a consultant on government affairs for the Islamic Republic of Pakistan with two firms, The Abraham Group, LLC and Blank Rome Government Relations, LLC. It is our understanding that CAPT (b) (6) will receive his monthly retainer through his sole proprietorship, Empire-Capital Strategies.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code (U.S.C.), and pursuant to 22 C.F.R. § 3a. Please inform the applicant of this determination. Additionally, please inform the applicant that he remains independently responsible for complying with post-government employment ethics restrictions described in 18 U.S.C. § 207.

Sincerely,

(b) (6)

(b) (6)

Director, Office of State-Defense Integration
Bureau of Political-Military Affairs

UNCLASSIFIED



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
March 1, 2017

Mr. (b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

Mr. (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of OS1 (b) (6) USN (Ret). The requested employment is to serve as an Engineering Technician with US Forces Japan (USFJ) at Sasebo Naval Base. Specifically, he will be employed via the Labor Management Organization for USFJ Employees, Inc. Administrative Agency (LMO/IAA). This labor organization is governed by the Government of Japan Ministry of Defense. As an Engineering Technician with LMO/IAA, his work will involve facilities planning support for military construction at the Sasebo Naval Base. Specifically, Mr. (b) (6) will engage in project planning and development and will be compensated (b) (6), (b) (4) per month plus housing and other allowances.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6)

Sincerely,

(b) (6)

(b) (6)

LCDR, JAGC, USN
Interim Legal Counsel

Enclosure: 1. Employment Request Package,
OS1 (b) (6), USN (Ret)

17 February 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO OS1 (b) (6) [REDACTED], USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) OS1 (b) (6) [REDACTED], USN (Ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is to serve as an Engineering Technician with US Forces Japan (USFJ) at Sasebo Naval Base. Specifically, he will be employed via the Labor Management Organization for USFJ Employees, Inc. Administrative Agency (LMO/IAA). This labor organization is governed by the Government of Japan Ministry of Defense. As an Engineering Technician with LMO/IAA, his work will involve facilities planning support for military construction at the Sasebo Naval Base. Specifically, Mr. (b) (6) [REDACTED] will engage in project planning and development and will be compensated (b) (6), (b) (4) [REDACTED] per month plus housing and other allowances.

3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO OS1 (b) (6) [REDACTED] USN, RETIRED, USN

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)
[REDACTED]

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AS 2/24/17

Disapproved: [Signature]

13FEB17

From: (b) (6) [REDACTED] USN, Ret.
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with the Labor Management Organization for USFJ Employees, Incorporated Administrative Agency (LMO/IAA), as an Engineering Technician (General).

2. Governed by the Government of Japan Ministry of Defense (GOJ(MOD)) and in coordination with U.S. Force Japan (USFJ), The LMO/IAA handles administrative matters for the USFJ employees such as recruitment, furnishing, labor management, wage, welfare and health in order to secure the workforce for the U.S. Forces stationed in Japan.

According to the LMO/IAA vacancy announcement the primary duties involve project planning, development, documentation, programming, and facilities assets data currency for Military Construction projects for the Sasebo Naval Complex. Compensation is based on the announced grade and other applicable allowances such as commuting, housing, and family allowance. An annual bonus is normally received by LMO/IAA employees which is approximately four times the monthly salary disbursed in two payments in June and December. Compensation is further adjusted through cost-living-adjustments and longevity raises.

3. Enlisted in the U.S. Navy from 01APR93 to 31MAR13. Highest clearance authorized, TS/SCI.

Very Respectfully,

(b) (6)
[REDACTED]

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) _____ (b) (6) _____

Physical address (include mailing if different): _____ (b) (6) _____
_____ (b) (6) _____

Phone: _____ (b) (6) _____ Email: _____ (b) (6) @gmail.com _____

Status: Military Retirement Date (if applicable): _____ 31 MAR2013 _____
or Current Navy Reserve EOS Date: _____

Rank/Rate (at Retirement or current Reserve): _____ Petty Officer First Class / Operations Specialist _____

Are you a U.S. citizen? Yes SSN (last four digits): XXX-XX-____ (b) (6), (b) (7)(C) _____

Location of proposed employment: (City, Country) _____ U.S. Fleet Activities Sasebo, Japan _____

1. Who is your proposed employer and how are they connected to a foreign government?

Governed by the Government of Japan Ministry of Defense (GOJ(MOD)) and in coordination with U.S. Force Japan (USFJ), The LMO/IAA handles administrative matters for the USFJ employees such as recruitment, furnishing, labor management, wage, welfare and health in order to secure the workforce for the U.S. Forces stationed in Japan.

2. What is your proposed job title?

Engineering Technician

3. What will your specific job duties involve? (If a job description is available, please attach).

See attached.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Wages are advertised at an approximate maximum of (b) (6), (b) (4) JPY) gross pay per month including allowance for family, housing, and commuting. Additionally an annual bonus of 4.2 months pay distributed in two payments in June and December is provided. The total maximum possible pay from the vacancy announcement is approximately (b) (6), (b) (4) per year. Cost of living adjustments and longevity pay raises are including in the pay system.

I have not been offered anything other than wages, allowances, and bonus offered to all applicants in the vacancy announcement.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

6. What is the highest U.S. security clearance that you have held?

TS/SCI

7. What is the highest level of classified material to which you have been granted access?

SCI

8. Have you had access to Special Access Programs?

No

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

I expect the job may require use of information that has a U.S. classification of Unclassified.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Assigned to U.S. Navy Amphibious Squadron ELEVEN (2004-2007): I had a collateral duty of Inport Bi-lateral Training Coordinator between U.S. and Japanese Maritime Self Defense Force (JMSDF) ships with a counterpart on a JMSDF Escort Flotilla Staff in Sasebo. The coordination was to schedule training and assign a participating ship as Officer Conducting Exercise (OCE) for each training event.

Stationed in Japan for a total of ten years, afloat and ashore, the commands I have been assigned to have participated in numerous naval exercises with Japanese Self-Defense Forces.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No. Training and experience for this job vacancy were gained after military service.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

Access I may have had to any such information would pertain to naval vessels and their internal systems and I do not see how they would be relevant to construction work (civil engineering and architecture) as described in the vacancy announcement.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

N/A

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

2/13/17

Date

広報番号: Announcement No.	138-2016-PWD-SA(002)
募集締切日: Closing Date	10 Feb 17
発行日: Date of Issue	30 Jan 17

4.募集範囲 Area of Consideration (AOC)

☒ I. 現 MLC/IHA 従業員 (部隊内)
Current MLC/IHA Employee within Activity

☒ II. 現 MLC/IHA 従業員 (通勤圏内)
Current MLC/IHA Employee in commuting distance

☒ III. 現 MLC/IHA 従業員 (全在日米軍)
Current MLC/IHA Employee Japan Wide

☒ IV. 外部 Off Base Applicant?

5.雇用の種類 Type of Employment

☒ MLC

☐ IHA ☐ HPT

☒ 常用 Permanent

☐ 限定 Limited Term (____ ヵ月 Months)

and prepares project documents (Site Approvals, other), for Military Construction projects for and supported tenant commands.

ation/Basic Facility Requirements (BFR)

ns and other tasks associated with data currency

Planning System (SFPS) including updating

tallation Real Property Accountability Officer

indicated in column #1.
す。
ent at 1-5 level in the related work or Masters
project costs, etc.).
discussions with the customer.
be considered at a lower grade level as below.
at 1-4 level in the related work or completion
project costs, etc.).
discussions with the customer.
ty.
red : 7/8 欄参照 See blocks 7 & 8

	職務状況 Working Condition
--	---------------------------

- ☒ 空席応募用紙 Application for Vacancy Announcement (HROY Form 1)
☐ 日本語で Japanese ☒ 英語で English ☐ どちらでも Either
- ☒ 専門職務経歴書 Resume of Specialized Work Experience (HROY Form)
 (上記と同じ言語で, Same language as above)
- ☒ 家族/親族が在日米海軍で勤務している方は、『親族に関する質問表』
 If you have any family/relatives who work at U.S. Navy base/facility in Japan, "Questionnaire on Relatives"
- ☐ 運転免許証の写し Copy of GOJ Driver's License
- ☐ 修了証/証明書の写し Copy of Certificate
- ☒ 英語の能力を証明するものの写し TOEIC, TOEFL, CASEC, 英検のみを有効な証明書として受け付けます。(現/前基地従業員は ALCPT も可。) その他の証明書、及び英語能力に関する自己申告は不可となります。英語を日常言語とする方も上記証明書の提出が必要です。
 Certificate of English Proficiency. Only TOEIC, TOEFL, CASEC, and EIKEN certificates are accepted as English Proficiency Test (EPT) certificate. (ALCPT certificate is acceptable for current/former USFJ employees.) Other EPT certificates or self-statement on English proficiency will not be accepted. The same applies to those whose native language is English.
- ☒ 82 円切手を貼付し、応募者の郵便番号・住所・氏名を書いた返信用封筒 (12cm x 23.5cm)
 12cm x 23.5cm Envelope with Applicant's Zip Code, Address, Name and a 82 yen stamp (MPS is unacceptable.)
- ☒ 日本国籍以外の方は、在留カード (両面) 及びパスポートのコピー For non-Japanese citizen applicant, copy of Residence Card (front & back) and Passport.
- ☒ DD-214 Copy (Member-4 copy) only for former U.S. military personnel.

9. 応募書類提出先 Office to Submit

内部応募者 (現 MLC/IHA 従業員) と外部応募者 (非従業員) では、応募書類提出先が違います。上記必要提出物をお間違えの無い様、郵送/提出して下さい。募集締切日必着。 Office to submit job application documents is different for Current MLC/IHA Employees versus Off Base Applicants. Please ensure to submit required application documents to the right office. Applications must be received by the closing date of the Vacancy Announcement.

(注意) 上記項目 4 番の "募集範囲" が現 MLC/IHA 従業員のみの場合、外部応募者 (非従業員) からの応募書類は無効となりますのでご注意ください。 When item #4, "Area of Consideration" above shows "Current MLC/IHA employees" only, Off Base Applicants will be rated ineligible.

1. 内部応募者 (現 MLC/IHA 従業員) 提出先:

〒857-0056
 佐世保市平瀬町
 米海軍佐世保基地民間人人事部雇用課
 内線/Extension 252-3656/3502/3660
 受付時間 Operating Hours: 0800 - 1600

Current MLC/IHA Employees must submit to:

〒857-0056
 Hirase-cho, Sasebo City
 CNRJ HRO Sasebo Satellite Office
 MLC/IHA Employment Branch, Bldg# PW47

2. 外部応募者 (非従業員) 提出先:

〒857-0056
 佐世保市平瀬町 3-1
 独立行政法人 駐留軍等労働者労務管理機構 佐世保支部
 電話番号 Phone: 0956-(b)(6)
 受付時間: 午前 9 時 - 午後 5 時、月曜日 - 金曜日 (日本の祭日を除く)
 Operating Hours: 0900 - 1700, Monday - Friday (except Japanese Holidays)

Off Base Applicants must submit to:

〒857-0056
 3-1 Hirase-cho, Sasebo City
 Labor Management Organization, Sasebo Branch

10. 事務処理欄 For Official Use

募集部隊担当 Activity POC: NAVFAC FE, PWD Sasebo, Financial/Admin Svc Div

軍電 (DSN) 252-(b)(6)

PD No.: FEC-PRS123-001

PD is accurate and current. Certified by Activity: mt

HRO: (revd: 11/1) tm 12/2
 revd: 1/5 ts 1/9

応募要項を満たしていない場合、選考の対象になりません。Incomplete applications will not be considered.

提出された応募書類はお返ししません Submitted applications will not be returned.

募集締切日 16 時 (午後 4 時) 必着です。Eメールやファックスでの応募書類は受付できません。Applications must be received by the closing date of the Vacancy Announcement by 1600 hours (4:00 PM). Emailed and Faxed applications will not be accepted.

人事部へ応募書類を郵送する場合は書留にしないで下さい。書留で郵送された応募用紙は受理しません。Please do not send applications by registered mail to HRO. Registered mail sent to HRO will not be accepted.

HRO の建物 (建物番号 PW-47) 1 階、正面出入り口を入って右の壁に 内部応募者用の投函口が設置してあります。投函される場合は応募締め切り日の 16 時 (午後 4 時) までにしてください。Job applications may be dropped in the designated HR "Drop Box" located on the right side in the first floor, main entrance of the HRO bldg. # PW-47, no later than 1600 hours (4:00 PM) by the closing date.

応募書類の書式は以下の URL よりダウンロードできます。最新の応募用紙を提出してください。 Forms for application are available for download on our web site. Please submit updated application.
(https://www.cnrc.navv.mil/regions/cnrj/om/human_resources/MLC_IHA_HPT_JN_Forms.html)

職務で必要とされる語学能力級 (LPL) レベルは下記をご覧ください。
Please see the below for the English Language Proficiency Level (LPL) required of the position:

2016 年 2 月 8 日前より継続雇用される現 MLC/IHA 従業員で、2016 年 2 月 8 日前に発行された ALCPT 試験結果をお持ちの方は、その試験結果の語学級レベルが「グランドファーザー」され、その方の現 LPL レベルとして考慮されます。
For current MLC/IHA employees who have been continuously employed since before 8 February 2016 and possess ALCPT test result dated prior to 8 February 2016, the attained level will be "grandfathered" and honored as the employee's current LPL.

LPL 語学能力級	TOEIC	ALCPT	TOEFL (PBT) Paper Based Test	TOEFL (CBT) Computer Based Test	TOEFL (iBT) Internet Based Test	CASEC	EIKEN 英検
4 – Exceptional Proficiency 特段の能力を要する	860 ~ 990	NA	600 ~	250 ~	100 ~	NA	1st
3 – Fluent proficiency 流暢な能力を要する	730 ~ 859	90 ~ 100	550 ~ 599	210 ~ 249	80 ~ 99	870 ~	Pre-1st
2 – Average proficiency 平均的な能力を要する	550 ~ 729	75 ~ 89	460 ~ 549	140 ~ 209	50 ~ 79	560 ~ 869	2nd
1 – Elementary proficiency 初歩的な能力を要する	400 ~ 549	65 ~ 74	430 ~ 459	120 ~ 139	40 ~ 49	475 ~ 559	Pre-2nd
Pre-1 – Minimal proficiency (準1級) 最小限の能力を要する	350 ~ 399	40 ~ 64	NA	NA	NA	NA	3rd
0 – No language proficiency 語学能力を要さない							

PRIVACY ACT STATEMENT 個人情報保護について

AUTHORITY: Executive Order 10450, 9397; and Japan Law Concerning Protection of Personal Information (Law No. 57 of 2003).

法令: 米国行政命令 10450, 9397 ; 及び 日本法・個人情報の保護に関する法律 (平成 15 年法律第五十七号)

PRINCIPAL PURPOSES: To record Personal Information for the purposes of executing the business operations of the U.S. Forces, Japan and protection of human life, safety and property, NOTE: Records will be securely maintained in either an electronic or paper form.

主目的: 人間の生命、安全、財産の保護と在日米軍の業務の遂行を目的として、個人情報を記録する為。

注記: 記録は電子書式、もしくは書面にて厳重に保管されます。

ROUTINE USES: To maintain Personal Data accurately with the most up-to-date content to the extent necessary to achieve the stated Principal Purposes.

利用目的: 主目的の達成に必要な、最新で正確な個人情報を維持する為。

DISCLOSURE: Disclosure of this information is voluntary; however, failure to provide the requested information may impede, delay or prevent further processing of administrative actions.

情報開示: 個人情報の開示は任意ですが、要求された情報を提供しなかった場合、その後の手続きの妨げ、遅れ、あるいは中断となる事があります。

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 2/13/17	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
----------------------	-----------------	--

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

U.S. NAVY, RETIRED

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 13 FEB 17	SIGNATURE (b) (6)	DATE 13 FEB 17
NAME AND ADDRESS (Type or print) CPAS PSC 476 Box 1 FPO AP 96322		NAME AND ADDRESS (Type or print) (b) (6) CPAS CSM PSC 476 Box 1 FPO AP 96322	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 2/13/17
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE OF WITNESS (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State

Washington, D.C. 20520

UNCLASSIFIED

MAR 31 2017

Lieutenant Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Dear Lieutenant Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request by OS1 (b) (6) (USN, Retired; XXX-XX-(b) (6)) to accept civil employment with United States Force Japan Employees, Incorporated Administrative Agency as an Engineering Technician in Japan.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a.5. Please inform the applicant of this determination.

Additionally, please inform the applicant that he remains independently responsible for complying with United States export laws and regulations and for obtaining appropriate clearances for access to classified information provided by the foreign government employer. Further, continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sir (b) (6)

(b) (6)

Director, Office of State-Defense Integration
Bureau of Political-Military Affairs

UNCLASSIFIED



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
April 12, 2017

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of CAPT (b) (6), USN (Ret) to serve as a consultant for Soltera Defense Solutions (SDS), under contract with Ironhand Security, providing unclassified strategic input to the Saudi Arabian Ministry of Defense (MOD) to modernize the Saudi Arabian armed forces. In this role, he will meet with MOD personnel to assess standard operating procedures for Saudi Force Protection (FP) and continuity of operations (CONOPS). Products provided to the Saudi MOD will be evaluation documents, written plans, and recommendations for improving FP and CONOPS. Both SDS and Ironhand are U.S.-based corporations headquartered in Virginia. SDS will be paid for his services by Ironhand, which in turn will be paid by the Saudi MOD. His annual salary will be (b) (6), (b) (4) paid bi-weekly.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6).

Sincerely,

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Foreign Government Employment Request Package,
CAPT (b) (6), USN (Ret)

6 April 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CAPT (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CAPT (b) (6), USN (Ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is to serve as a consultant for Soltera Defense Solutions (SDS), under contract with Ironhand Security, to provide unclassified strategic input to the Saudi Arabian Ministry of Defense (MOD) on modernizing the Saudi Arabian armed forces. In this role, he will meet with MOD personnel to assess standard operating procedures for Saudi Force Protection (FP) and continuity of operations (CONOPS). Products provided to the MOD will be evaluation documents, written plans, and recommendations for improving FP and CONOPS. Both SDS and Ironhand are U.S.-based corporations headquartered in Virginia. SDS will be paid for his services by Ironhand, which in turn will be paid by the Saudi MOD. His annual salary will be (b) (6), (b) (4) paid bi-weekly.

3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN, RETIRED

upon the United States, jeopardize United States security, or
violate any laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 7/11/17

Disapproved:



8000 Towers Crescent
Suite 1525
Vienna, VA 22182

30 March 2017

Navy Personnel Command, Office of Legal Counsel (PERS01-OOL)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204

To whom it may concern,

In accordance with the requirements identified in Article I, Section 9, Clause 8 of the United States Constitution, I am submitting this notice of my consulting agreement with Ironhand Security, LLC, a Vienna, Virginia-based company, owned by a US citizen, General (b) (6). Ironhand Security ("Ironhand") has been hired by the Minister of Defense (MOD) of the Kingdom of Saudi Arabia (KSA) as an outside, independent consultant to provide strategic security consulting services in support of the MOD's desire to modernize the Armed Forces of the KSA.

I have been hired as an independent consultant to Ironhand and will receive monthly compensation directly from Ironhand for the time and expertise that I will provide to Ironhand in support of its project with the KSA MOD. I will not be required to take an oath of allegiance to the Kingdom of the Saudi Arabia.

Following this cover letter is the "Foreign Government Employment Questionnaire" that addresses the relevant details of my consulting agreement with Ironhand Security in support of this project with the Kingdom of Saudi Arabia.

I retired on 01 September 2014.

Sincerely,

(b) (6)

CAPT, US Navy (Ret)

(b) (6)@yahoo.com
+1 (b) (6)

IRONHAND
SECURITY

Foreign Government Employment Questionnaire

Name: (last, first, middle initial): (b) (6)

Physical address (include mailing if different): (b) (6)

(b) (6)

Phone: +1 (b) (6)

Email: (b) (6)@yahoo.com

Military Retirement Date (if applicable): 01SEP2014

Rank/Rate (at retirement): CAPT/O6

SSN (last four digits): XXX-XX-(b) (6)

1. Who is your proposed employer and how are they connected to a foreign government?

N/A: There is no proposed employer. I have been hired as an independent consultant to Sotera Defense Solutions, a Subcontractor to the Prime Contractor, Ironhand Security, which is a US company based in Vienna, Virginia and is owned by a US Citizen, General (b) (6), USMC (Ret). Sotera has been contracted by Ironhand which in turn has been hired by the Minister of Defense (MOD) of the Kingdom of Saudi Arabia (KSA) as an outside, independent consultant to review internal military modernization reports from Saudi Arabia's Ministry of Defense regarding the modernization of the Kingdom's Armed Forces.

2. What is your proposed job title?

Independent Security Consultant

3. What will your job duties involve? If a job description is available, please attach.

As an independent consultant to Ironhand Security, I will be providing unclassified strategic security consulting services to Sotera Defense Solutions in support of its program with the Minister of Defense for the Kingdom of Saudi Arabia, and other projects clients, as desired by Sotera.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

Sotera Defense Solutions will be paid by Ironhand Security which in turn will be paid by the KSA MOD for the services provided by the entire Ironhand/Sotera team. I will be providing security expertise to Sotera in support of this project as well as others in which Ironhand is engaged. I will receive monthly compensation of \$(b) (6), (b) (4) month directly from Sotera for my time and expertise for as long as Sotera is in need of my services..

5. Are you a U.S. citizen?

Yes

6. Will you be required to execute an oath of allegiance to the foreign government with which you are working or to alter your U.S. citizenship status?

No.

7. What is the highest U.S. security clearance you have held?

TS/SCI/CI Poly

8. What is the highest level of classified material to which you have been granted access?

TS/SCI/CW

9. Have you had access to Special Access Programs?

No

10. Will you work with classified information as part of your foreign employment? If yes, please explain.

I will not be working with US classified information but may be provided access to information that is deemed classified by the KSA MOD.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

I was the NAVCENT N-5 (Theater Security Cooperation and Plans/Policy ACOS), stationed in Manama, Kingdom of Bahrain, involved in exercise planning and execution of same with multiple GCC countries, to include KSA.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, I served in various levels of command, from Commander (O5) to Captain (O-6) and in several joint billets, each providing experience and expertise to provide such consulting services.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Yes, I have had access to such technical data but such technical data will not be applicable to the strategic modernization consulting services Sotera Defense Solutions will provide. The core of our services will be focused on the organizational structure of the Armed Forces and creating a joint force. Yes, Ironhand Security as the Prime Contractor has applied for an export license for these services.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

30 MAR 2017

Signature

Date



March 31, 2017

VIA EMAIL

(b) (6)
(b) (6)

Subject: Final Offer Letter

Dear (b) (6),

It is our pleasure to offer you employment with Sotera Defense Solutions, Inc. (Sotera), in the full-time, exempt position as an Air Force SME for the Defense Intelligence Division on the TEAM RIYADH contract. Your base annual salary will be (b) (6), (b) (4), paid on a bi-weekly basis, given that the contingencies herein are fulfilled. Your start date is expected to be April 13, 2017. Sotera offers a professional work environment and we are committed to excellence, integrity and teamwork throughout the company.

This offer is contingent upon: your ability to successfully transfer and maintain a Secret Security Clearance, your acceptance by the customer, verification of your education, your signing the International Assignment Agreement, your signing the Intellectual Property Confidentiality Inventions Agreement, as well as your signing the Certification of Compliance with respect to Sotera's Code of Ethics and Business Conduct.

You may participate, as eligible, in the employee benefits program, which includes such elements as extensive medical, dental, life and other insurance programs, as well as our retirement plan. A Summary of these benefits is enclosed for your review.

Your supervisor will be (b) (6), Program Control Analyst. Your work location will be Saudi Arabia. You will be expected to work forty (40) hours a week on average.

As a Government Contractor, Sotera is required to implement policies and procedures to guarantee a drug-free workforce. As part of this plan, you are required to undergo drug testing and a background check. The position we have offered you is contingent upon your passing a pre-employment drug screening. Please read and sign the enclosed Pre-Employment Consent Form, and return it with your signed offer letter.

For purposes of Federal immigration law, you will be required to provide to Sotera documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us prior to or during your New Employee Orientation. Sotera participates in the E-Verify Program. As such, Sotera will provide the Social Security Administration, and, if necessary, the Department of Homeland Security, with information to confirm work authorization.



A copy of the E-Verify participation notice and anti-discrimination notice is enclosed for your review. We look forward to you joining our team! Acceptance of this offer will create a relationship of employment "at will," which means at any time during your employment either you or Sotera has the right to terminate your employment for any or no reason.

Please indicate whether these terms and conditions are acceptable to you by signing in the box provided below and faxing this offer letter (and other required paperwork mentioned above) to (703) (b) (6). Please bring all signed originals with you on the day of your New Employee Orientation. If you have any questions, please feel free to contact Human Resources at (703) 230-8200.

We look forward to welcoming you to Sotera!

Sincerely,

(b) (6)

(b) (6)
SVP, Human Resources

Enclosures:

- Benefits Summary
- E-Verify Participation Notice
- E-Verify Anti-Discrimination Notice
- Drug Screening, Pre-Employment Consent Form
- Background Authorization Form
- International Assignment Agreement

This offer is valid for 3 business days from receipt.

____ I accept this offer as stated above.

____ I decline this offer.

(b) (6)

Date

International Travel Notification Form

The traveler must complete this form in coordination with the International Trade Compliance Officer (ITCO). All international travel requires prior approval of the ITCO. If you have any questions concerning this International Travel Notification, please contact the International Trade Compliance Officer. Please download the form to your computer before completing it.

Once the form is completed, please email it to the following distribution list:

(b) (6) @soteradefense.com

(b) (6) @soteradefense.com

Your Program Manager

SECTION A: CONTACT INFORMATION

Today's Date:	31 March 2017	Business Unit:	DID
First Name:	(b) (6)	Last Name:	(b) (6)
Travel Date:	15 Apr 17	Return Date:	15 Oct 17
Office Phone:	(b) (6)	Fax:	(b) (6)
E-mail:	(b) (6) @soteradefense.com	Work Location:	Riyadh, Saudi Arabia

SECTION B: TRIP INFORMATION

1. Travel Destination (city and country): Riyadh, Kingdom of Saudi Arabia (KSA)

2. Please explain the purpose of your trip:

Sotera employee/consultant, shall provide Ironhand (Prime) and the Minister of Defense (MOD) of the Kingdom of Saudi Arabia (Customer) with consulting and advisory services.

3. Please define and explain your role during your trip:

Attend briefings/meetings at US Embassy in Riyadh; coordinate force protection requirements; coordinate and secure logistical requirements such as vehicles, housing and communications; conduct a pre-deployment site survey; oversee SharePoint site and information-sharing process; develop standard operating procedures in support of force protection.

4. Will U.S. persons be present at any time during the performance of the activities described in questions 2 and 3?

☐ NO ☒ YES

a. If yes, please complete the following chart:

Name	Organization name
(b) (6) Col, USMC (Ret)	Team Riyadh
(b) (6) PM	Team Riyadh, Advisory Council
U.S. Embassy Personnel	U.S. Embassy, State Department

(Note: If the organization's name is a United States Government agency, you only need to provide the name of such agency and not the individual representatives' names.)

5. Will foreign persons be present at any time during the performance of the activities described in questions 2 and 3?

☐ NO ☒ YES

a. If yes, please complete the chart below:

Name	Nationality (including Dual Citizenship)	Organization name
Saudi Arabia Ministry of Defense (MOD)	Saudi Arabian	MOD

(Note: If the organization's name is a foreign Ministry of Defense (MOD), you only need to provide the name of such MOD and not the individual representatives' names.)

b. Please describe your interaction with the foreign persons:

Meet with MOD personnel to review standard operating procedures for force protection (FP) measures and continuity of operations. Support Requests for Information from MOD personnel related to force protection and CONOPS procedures. Conduct assessments and critiques following established SOPs for CONOPS and FP. Brief US Embassy personnel on priorities, budget constraints, risks, and progress.

6. Will you provide any information, data, software or documents while abroad in hard copy or orally/visually?

☐ NO ☒ YES

a. If yes, describe the information and submit a copy of the information with this form.

Please include titles where applicable:

Employee will provide consulting services in support of modernization efforts for the Saudi armed forces. Items provided will be evaluation documents, written plans and processes, and overall recommendations

b. Who will receive this information?

☐ Foreign Persons listed above

☐ U.S. Persons list above

☒ Both

7. Will you be providing any services while abroad (i.e. presentation, training, installation, demonstration, discussions)?

☐ NO ☒ YES

a. If yes, explain the services in detail:

As a consultant, the employee will be conducting meetings and presentations to various customers, to include the Saudi Minister of Defense. The employee will be leading internal discussions with US and Ministry of Defense personnel related to his evaluations and recommendations

b. Who will receive the services?

☐ Foreign Persons listed above

☐ U.S. Persons listed above

☒ Both

International Travel Notification Form

8. Is this travel related to a Sotera contract? ☐ NO ☒ YES

If yes, please provide the following:

- a. Program number/Contract number:
- b. Customer name/Agency name: Minister of Defense (MOD) of the Kingdom of Saudi Arabia (KSA)
- c. Task Order number/ Project Plan number: TBD
- d. Project #: TBD
- e. Export license, exemption or exception number: Prime, Ironhand has Technical Assistance Agreement on file
- f. Other (please specify):

9. Are the activities for this trip classified? ☒ NO ☐ YES

a. If yes, please specify the level of classification:

10. Do you have a security clearance? ☐ NO ☒ YES

11. Have you contacted your FSO to report this foreign travel? ☐ NO ☒ YES

(Note: If you have a security clearance, your Facility Security Officer (FSO) needs to be notified of any foreign travel.)

SECTION C: EQUIPMENT AND LAPTOPS

12. Will you be taking a laptop(s)? ☒ NO ☐ YES

a. If yes, the Temporary Export of Laptop and Software Form (Appendix I) must be completed by the traveler and submitted with this form.

- b. Will the laptop contain technical data? ☐ NO ☐ YES

- c. Will the data on your laptop be shared with foreign nationals while abroad? ☐ NO ☐ YES

i. If yes, list the technical data including names and titles and indicate how it will be used:

13. Will you be taking any work-related equipment, tools, gear, or apparatus with you other than a laptop? ☒ NO ☐ YES

(i.e. test equipment and materials, tools-of-trade, and/or USG-issued gear such as body armor)

a. If yes, the Commercial Invoice (Appendix J) must be completed by the traveler and submitted with this form.

b. What will the equipment be used for?

c. What is the method of transportation? (please choose one of the following)

☐ Hand-Carry

☐ Shipped via freight forwarder. The name of the freight forwarder is:

International Travel Notification Form

☐ Other (please specify):**d. Will this equipment be permanently exported?** ☒ NO ☐ YES

i. If no, the Pro-Forma Invoice (Appendix R) must be completed by the traveler and submitted with this form.

ii. Please specify the following on the return of the equipment to the U.S.:

- Date of return:
- Method of return:

SECTION D: DEFENSE BASE ACT (DBA)**14. Where will the employee be staying?** ☐ Hotel ☒ Apartment ☐ US Military Base ☐ Other

Please specify the following information regarding your lodging location:

Name of location: (b) (6) (secure area, security on site, gates and walled-compound) – Specific Address is forthcoming

Address:

Phone Number:

15. Where will the employee be working? ☐ Customer Site ☐ US Military, Air or Naval Base ☐ Other

Please specify the following information regarding your working location:

Name of location: (b) (6) (secure area, security on site, gates and walled-compound) – Specific Address is forthcoming

Address:

Phone Number:

POC:

SECTION E: TRAVELER SIGNATURE

I hereby certify that the information on this form is complete and accurate, and I will comply with Sotera Export Policy and all U.S. Government Laws and Regulations regarding export compliance. I understand that failure to comply with Sotera Export Policy or U.S. Government laws and regulations may subject employee to disciplinary actions.

Traveler's Signature_____
Traveler's Printed Name**SECTION F: SUPERVISOR SIGNATURE**_____
Supervisor's Signature_____
Supervisor's Printed Name

Traveler and Supervisor Comments/Notes
--

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1824, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1824, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 4033h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, 952 and 1924 of title 18, United States Code, and section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 03/30/2017	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE		

NUMBER (Type or print)
Ironhand Security
8000 Towers Crescent
Suite 1525
Vienna, VA 22182

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
SIGNATURE (b) (6)	SIGNATURE (b) (6)
DATE 03/30/2017	DATE 3/31/17
NAME AND ADDRESS (Type or print) (b) (6) (b) (6)	NAME AND ADDRESS (Type or print) SCPO (b) (6), USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have not~~ (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE (b) (6)	DATE 04/05/2017
NAME OF WITNESS (Type or print) (b) (6)	

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1986). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State

Washington, D.C. 20520

UNCLASSIFIED

Lieutenant Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

JUL 05 2017

Dear Lieutenant Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request by CAPT (b) (6) (USN, Retired; XXX-XX-(b) (6)) to accept civil employment as an Independent Security Consultant to Soltera Defense Solutions, a subcontractor to the prime contractor, Ironhand Security. Soltera has been contracted by Ironhand Security which, in turn, has been hired by the Minister of Defense of the Kingdom of Saudi Arabia.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code (U.S.C.), and pursuant to 22 C.F.R. § 3a.5. Please inform the applicant of this determination and that he remains independently responsible for complying with post-government employment ethics restrictions described in 18 U.S.C. § 207.

Additionally, please inform the applicant that he remains independently responsible for complying with United States export laws and regulations and for obtaining appropriate clearances for access to classified information provided by the foreign government employer. Further, continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,
(b) (6)

(b) (6)

Director, Office of State-Defense Integration
Bureau of Political-Military Affairs

UNCLASSIFIED



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
Aug 23, 2017

Mr. (b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6) :

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of CDR (b) (6), USN, (Retired). The desired employment is to serve as a Principal Airworthiness Engineer with the Australian Civil Aviation Safety Authority (CASA). In this role, he will be responsible for providing analysis and solutions to address complex airworthiness engineering issues affecting the Australian civil aircraft fleet. He will also support and monitor the quantitative and qualitative output of the section, lead projects involving multi-disciplinary teams of engineers and provide technical leadership by mentoring staff on issues related to regulatory decision making. For his services, he will be compensated in the range of \$(b) (6), (b) (4) to \$(b) (6), (b) (4) Australian dollars per annum.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6)

Sincerely,

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Foreign Government Employment Request Package,
CDR (b) (6), USN (Ret)

21 August 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CDR (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CDR (b) (6), USN, (Ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The proposed employment is to serve as a Principal Airworthiness Engineer with the Australian Civil Aviation Safety Authority (CASA). In this role, he will be responsible for providing analysis and solutions to address complex airworthiness engineering issues affecting the Australian civil aircraft fleet. He will also support and monitor the quantitative and qualitative output of the section, lead projects involving a multi-disciplinary team of engineers and provide technical leadership by mentoring staff on issues related to regulatory decision making. For his services, he will be compensated in the range of (b) (6), (b) (4) to \$ (b) (6), (b) (4) Australian dollars per annum.

3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CDR (b) (6), USN, RETIRED

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,
(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AC 8/22/17

Disapproved:

15 August 2017

From: (b) (6), CDR, USN
To: Chief of Naval Personnel

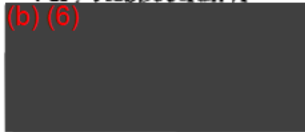
Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with the Australian Government Civil Aviation Safety Authority as a Principal Airworthiness Engineer.
2. The Australian Civil Aviation Safety Authority (CASA) is an independent statutory authority. CASA is a body corporate separate from the Commonwealth. CASA's primary function is to conduct the safety regulation of civil air operations in Australia and the operation of Australian aircraft overseas. In the position, I would provide advice to the Manager Engineering Services Airworthiness to resolve Australian civil aircraft fleet safety matters. The position also requires representing CASA at technical forums and liaising with National Aviation Authorities, Australian Defence, and the Australian Transport Safety Bureau. I would be paid fortnightly in accordance with the CASA enterprise bargain agreement as an Aviation Safety Regulator Level 3.
3. I am currently on terminal leave and am retiring on 01 September 2017, as a US Navy Commander with 20 years and 5 months of active duty service. I have held a Top Secret, Special Compartment Information clearance throughout my career and last had access to classified information in June 2014 at United States Africa Command in Stuttgart, Germany where I was read-out of all programs prior to departure.

Very Respectfully,

(b) (6)

A large black rectangular redaction box covering the signature and name of the sender.

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (6)

Physical address (include mailing if different): (b) (6)
(b) (6)

Phone: (b) (6) or (+1) (b) (6) Email: (b) (6)@gmail.com

Status: Military Retirement Date (if applicable): 01 SEP 2017
or Current Navy Reserve EOS Date: _____

Rank/Rate (at Retirement or current Reserve): CDR/O-5

Are you a U.S. citizen? Yes SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: (City, Country) Canberra, Australia

1. Who is your proposed employer and how are they connected to a foreign government?

Australian Civil Aviation Safety Authority (CASA) / Australian Government Statutory Authority

2. What is your proposed job title?

Principal Airworthiness Engineer

3. What will your specific job duties involve? (If a job description is available, please attach).

As Principal Airworthiness Engineer, you will be responsible for providing the Manager Engineering Services with well-considered, analyzed and all-encompassing solutions to address complex airworthiness engineering issues affecting the Australian civil aircraft fleet. This role will support and monitor the quantitative and qualitative output of the section, lead projects involving a multi-disciplinary team of engineers and provide technical leadership by actively mentoring staff on complex technical issues and related regulatory decision making.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Yes - Australian Dollars (b) (6), (b) (4) Pay Level - Aviation Safety Regulator Level 3

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No - Position only requires Permanent Residency.

6. What is the highest U.S. security clearance that you have held?

TS/SCI

7. What is the highest level of classified material to which you have been granted access?

TS/SCI

8. Have you had access to Special Access Programs?

Yes

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No - Position only requires Entry Security Clearance

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes - Aviation Maintenance and Aviation Safety Officer

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

Yes - Any technical data I have had access to in the past would not be used in any way for this potential civil aviation job.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

N/A - I am not offering any defense services for this potential job.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

15 Aug 2017

Date



Australian Government
Civil Aviation Safety Authority

(b) (6), (b) (4)

Principal Airworthiness Engineer

Aviation Safety Regulator Level 3

Role Documentation

Group	Aviation
Branch/Office	Airworthiness and Engineering
Location	Canberra
Position Number	1217 & 2726
Classification	Aviation Safety Regulator Level 3
Title	Principal Airworthiness Engineer
Reports to	Manager Engineering Services (PN 2789)
Staffing Profile	Nil
Security Clearance	Entry
Safety Sensitive	Yes
Approved	July 2017

(b) (6)

(b) (6)

1. INFORMATION ABOUT CASA

The Civil Aviation Safety Authority's (CASA) primary function is to conduct the safety regulation of civil air operations in Australia, Australian civil airspace and the operation of Australian aircraft overseas. CASA performs its regulatory functions by:

- developing, promulgating and implementing aviation safety standards
- conducting comprehensive aviation industry surveillance and regular reviews of the system of civil aviation safety
- undertaking enforcement strategies to secure compliance with required standards
- carrying out timely assessments of international safety developments.

CASA also has a range of other safety-related functions, including:

- encouraging greater aviation industry acceptance of its obligation to maintain high safety standards through the provision of safety education and training programmes, and advice
- fostering an awareness in industry management and the general community of the importance of aviation safety and civil aviation legislation compliance
- promoting consultation and communication with interested parties on aviation safety issues.

2. INFORMATION ABOUT AVIATION GROUP AND AIRWORTHINESS AND ENGINEERING BRANCH

Aviation Group is CASA's front line in maintaining aviation safety. The group uses available aircraft incident and accident data to identify and proactively mitigate emerging safety issues. The group sets aviation standards through the development and implementation of regulations and supporting material and performs entry control and surveillance of aviation organisations. Collaboration between branches in Aviation Group, across CASA and with industry is essential to maintaining and improving Australia's aviation safety record.

The Airworthiness and Engineering Branch (AEB), which forms part of Aviation Group, is responsible for policy and legislation of all elements of the Australian airworthiness regulatory regime as well as:

- aspects of airworthiness oversight, in particular entry control of aircraft types (aircraft certification) and entry control and ongoing surveillance of people and organisations involved in design and production (design and production approvals)
- monitoring and addressing unsafe conditions identified in-service

- providing specialist expertise in relation to all aspects of aerospace design, production and continuing airworthiness.

Oversight of maintenance organisations, continuing airworthiness management organisations, maintenance personnel licensing and aircraft registration is performed by other branches of CASA.

The branch comprises of five sections and is led by a branch manager.

Airworthiness Standards

This section is responsible for policy and legislation of all elements of the Australian airworthiness regulatory regime, including:

- managing CASA's overall airworthiness regulatory policy and strategy, including compliance with the Chicago Convention and international harmonisation
- managing the program of drafting new, and amendments to existing legislation and guidance material in relation to airworthiness of aircraft
- leading the consultation process for legislative proposals with stakeholders.

Design and Manufacturing Oversight

This section is responsible for oversight of all design and production approval holders, including:

- approval, certificate management and ongoing surveillance of design organisations and design instrument of appointment holders
- approval, certificate management and ongoing surveillance of production organisations including Australian Parts Manufacturer Approval (APMA), Australian Technical Standard Order (ATSO) authorisation, process approvals and production certificates
- providing specialist expertise to internal and external stakeholders on certification projects and defect investigations in relation to manufacturing methods, including conformity inspections.

Aircraft Certification

This section is responsible for the certification of products, parts and appliances, including:

- assessment and approval of type certificates, type acceptance certificates and other product approvals, on application by industry
- assessment and approval of repair and modification designs including supplemental type certificates, on application by industry
- conducting flight test and evaluation activities.

Engineering Services

This section is responsible for addressing deficiencies in airworthiness performance and contributing specialist engineering services, including:

- monitoring the health of the Australian airworthiness system, including Australian state of design aircraft, through evaluation of safety trend data and investigation of in-service defect reports
- taking action to correct unsafe conditions through the publication of airworthiness directives and other continuing airworthiness information as appropriate
- providing specialist expertise to internal and external stakeholders on request in relation to aircraft structures, powerplants, mechanical systems, avionics, flight and performance, flight simulators, crashworthiness and cabin safety, weight and balance, maintenance and reliability programs.

Airworthiness Coordination Cell

This section is responsible for coordinating business processes across the branch involving task allocation, information management, finance and administration, including:

- performing administration, cost recovery and technical support for all branch activities
- managing the CASA airworthiness defect reporting system and continuing airworthiness information processes
- maintaining CASA's technical library.

3. THE ROLE IN CONTEXT AND SPECIFIC DELIVERABLES

This position is a safety sensitive position. The incumbent may perform, or be available to perform, safety sensitive aviation activities, as defined in the *Civil Aviation Safety Regulations 1998*.

The Principal Airworthiness Engineer is responsible for providing the Manager Engineering Services with well-considered, analysed and all-encompassing solutions to address complex airworthiness engineering issues affecting the Australian civil aircraft fleet. Solutions may encompass broad technical disciplines including aircraft structures, powerplants, mechanical systems, avionics, flight and performance, crashworthiness and cabin safety and maintenance and reliability.

The Principal Airworthiness Engineer is not expected to have subject matter expertise across all aeronautical disciplines, but will be expected to draw upon the knowledge and experience of other technical specialists within and external to CASA as required. The Principal Airworthiness Engineer will also contribute their own technical expertise in one or more of the above disciplines ensuring technical and non-technical aspects are appropriately considered and properly integrated.

The role will make difficult decisions requiring a primacy on aviation safety while taking into account the economic impact of the decision on industry, often involving incomplete information.

This is a technical leadership position that will lead projects involving a multi-disciplinary team of engineers. The role will also support the Manager to monitor the quantitative and qualitative output of the Engineering Services Section, to actively mentor staff on complex technical issues and related regulatory decision making, and to identify and implement practical activities to maintain sufficient technical competency to support CASA. Operational requirements might warrant line management of a small number of staff.

The Principal Airworthiness Engineer is responsible for the following deliverables:

- Providing well-considered advice to the Manager Engineering Services Airworthiness to resolve matters involving the safety of the Australian civil aircraft fleet in the form of airworthiness directives, advisory circulars and other continuing airworthiness information.
- Proactively monitoring the airworthiness performance of the Australian civil aircraft fleet in order to identify opportunities to address unsafe conditions before they eventuate.
- Providing clear and articulate verbal and written briefings involving complex airworthiness engineering matters to CASA senior management and other stakeholders.
- Maintaining strong working relationships in a collaborative and professional manner with all areas of CASA, in particular Regional Offices responsible for oversight of many aspects of the airworthiness regulatory regime.
- Maintaining a formal process for the Engineering Services Section to provide professional engineering services support to CASA Regional Offices on request, balancing support to inspectorate staff and focus on systemic fleet-wide matters.
- Developing and reviewing internal and external technical reports.
- Overseeing the work of other engineers and, while not taking responsibility for the priority of their work, supporting and mentoring them to achieve the outcomes required of them,

- Developing and reviewing CASA processes and procedures to continually improve the performance of the Engineering Services Section.
- Actively managing a technical support network external to CASA such as with other National Aviation Authorities, Defence, the Australian Transport Safety Bureau and other industry and commercial bodies to ensure the performance of the Engineering Services Section is world-class.
- Continual self-development of professional skills and knowledge including qualifications and affiliations, as appropriate.
- Representing CASA at technical forums and meetings, as required.
- Promote workplace safety, equity and diversity, participative management and environmental management in the workplace and act in accordance with CASA's Values and Behaviours.

4. QUALIFICATIONS AND EXPERIENCE

The following are mandatory requirements:

- Demonstrated ability to manage, research and resolve highly complex, multi-disciplinary airworthiness engineering issues concurrently.
- Demonstrated ability to coordinate and assimilate technical knowledge and inputs from a professionally diverse team in order to develop solutions to complex airworthiness problems.
- Demonstrated ability influencing and fostering professional relationships with peers, colleagues and subordinates as well as successfully engaging with a broad range of internal and external stakeholders at various levels.
- Extensive experience in managing airworthiness of in-service aircraft.
- Highly developed written and verbal communication skills, including a demonstrated ability to present complex findings and technical recommendations in a clear and concise manner.

(b) (6)

And, at least one of the following:

- Tertiary qualifications in an aviation engineering discipline (aeronautical/aerospace, avionics, mechanical, electrical, electronics or similar) which would satisfy eligibility requirements for membership of Engineers Australia in the occupational category of Professional Engineer, Engineering Technologist or Engineering Associate; or
- Have held an Australian Aircraft Maintenance Engineer's Licence for a period of at least 10 years; or
- Have Australian Defence Force maintenance qualifications that CASA deems appropriate for the Principal Airworthiness Engineer role.

The following are desirable:

- Tertiary qualifications in an aviation engineering discipline (aeronautical/aerospace, avionics, mechanical, electrical, electronics or similar) which would satisfy eligibility requirements for membership of Engineers Australia in the occupational category of Professional Engineer, Engineering Technologist or Engineering Associate.
- Comprehensive knowledge of the Australian airworthiness legislation and/or equivalent legislation of another National Aviation Authority.
- Experience within the aviation industry or an equivalent National Aviation Authority.

Examples

ROLE PROFILE

Your capabilities

You are effective in your role, when you demonstrate the following:

CONTRIBUTE TO AVIATION SAFETY	<ul style="list-style-type: none"> • Possess and maintain required technical expertise ✓ • Understand and responsibly apply aviation safety regulatory framework ✓ • Appropriately use regulatory systems, processes and tools to achieve effective, timely and demonstrable safety outcomes ✓ • Establish and maintain effective and appropriate relations with the aviation community ✓ • Look for opportunities to innovate and improve CASA's contribution to aviation safety ✓
LEAD BY EXAMPLE	<ul style="list-style-type: none"> • Create a powerful, compelling and shared vision and strategies for the work you lead ✓ • Harness, motivate, guide and develop the people you lead ✓ • Actively manage the performance of the people you lead, by establishing clear expectations and providing regular feedback ✓ • Coach others, and continually develop yourself, to build capacity and capability throughout CASA ✓ • Challenge the status quo and take a dynamic role in leading change in your area of expertise ✓
PLAN AND DELIVER	<ul style="list-style-type: none"> • Consider the setting and circumstances for actions and decisions, at all times taking account of CASA's <u>risk management</u> framework and engaging appropriately with risk ✓ • Refer to <u>corporate</u> and other planning <u>guidance</u> when considering options ✓ • Use resources in innovative, effective ways to achieve <u>practicable</u>, measurable outcomes ✓ • Demonstrate a determined and focused approach when planning and delivering change ✓ • Ensure closure and delivery of intended results that contribute positively to aviation safety and/or corporate performance ✓
COMMUNICATE EFFECTIVELY	<ul style="list-style-type: none"> • Communicate clearly and succinctly in a variety of settings, in a manner and style appropriate to a regulatory authority ✓ • Complete all written work to the standard expected of a regulatory authority ✓ • Listen for understanding and adapt to the needs of the audience ✓ • Negotiate persuasively and actively manage all communication exchanges to build understanding and agreement ✓ • Take an active part in change initiatives, by advocating effectively for continuous improvement ✓
COLLABORATE FOR RESULTS	<ul style="list-style-type: none"> • Act in ways that contribute positively to internal and external relationships and cultivates trust and mutual respect across CASA ✓ • Engage across CASA to effect change and bring about positive and lasting improvements ✓ • Focus on creating cooperation and partnerships within team and across CASA ✓ • Value individual differences and perspectives and commit fully to supporting a diverse and inclusive workforce ✓ • Play an active role in guiding, mentoring and developing others ✓

What you've done and how you did it.

Vacancy Details

Position: Principal Airworthiness Engineer
Organisation Unit: Engineering Services Section
Location: Canberra
Salary: \$(b) (6), (b) (4)
Tenure: Permanent Full Time
Closing: 06/08/2017

Principal Airworthiness Engineer
(two positions)
Aviation Safety Regulator Level 3
Aviation Group - Airworthiness and Engineering Branch
Location: Canberra

As Principal Airworthiness Engineer, you will be responsible for providing the Manager Engineering Services with well-considered, analysed and all-encompassing solutions to address complex airworthiness engineering issues affecting the Australian civil aircraft fleet. This role will support and monitor the quantitative and qualitative output of the section, lead projects involving a multi-disciplinary team of engineers and provide technical leadership by actively mentoring staff on complex technical issues and regulatory decision making.

Information for applicants

We recommend candidates visit the CASA website before applying for roles:

Please submit a resume (recommended maximum of four pages) outlining your work history and a brief submission of claims (recommended maximum of four pages) addressing mandatory and desirable criteria and outlining how you possess the capabilities required of the role.

Your brief submission should address the five capabilities of the role profile. Please consider the specific deliverables required for the role and provide clear and relevant examples demonstrating your experience and capabilities. Please note the sub points under the role profile (last page) are to help you address the main capabilities

For more information about the role please
contact (b) (6) on 02 (b) (6)

Role: PD 2726 - Principal Airworthiness Engineer - ASRS -

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN**(b) (6)****AND THE UNITED STATES**

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 15 AUG 2017	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
EMPLOYEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER (Type or print) USN		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 15/8/17	SIG (b) (6)	DATE 8/15/17
NAME AND ADDRESS (Type or print) (b) (6)		NAME AND ADDRESS (Type or print) LNCS (b) (6), USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204-1956	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~(have not)~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 15 AUG 2017
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE OF WITNESS (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

November 20, 2017

Lieutenant Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Dear Lieutenant Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Army's approval of a request from CDR (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6) to accept civil employment with the Australian Civil Aviation Safety Authority as the Principle Airworthiness Engineer.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

Additionally, please inform the applicant that he remains independently responsible for complying with United States export law and regulations and for obtaining appropriate clearances for access to classified information provided by the foreign government employer. Further, continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

(b) (6)

(b) (6)

Principal Deputy Assistant Secretary